

AWARD / CONTRACT		1. THIS CONTRACT IS A RATED CONTRACT ORDER UNDER DPAS (15 CFR 350)		RATING N/A	PAGE 1 OF 12
2. CONTRACT (Proc. Inst. Ident) NO. N66001-01-C-8035		3. EFFECTIVE DATE 29 JUNE 2001		4. REQUISITION / PURCHASE REQUEST / PROJECT NO. N66001-1108-410X	
5. ISSUED BY Contracting Officer, Code 2211 SPAWARSYSCEN SAN DIEGO 53560 Hull Street, Bldg. A-33, Rm. 1602W San Diego, CA 92152-5001 Attn: Mark Hartsough (619) 553-3853 email: hartsaw@spawar.navy.mil		CODE N66001	6. ADMINISTERED BY (If other than Item 5) DCM BALTIMORE 217 EAST REDWOOD ST., SUITE 1800 BALTIMORE, MD 21202-5299 (410) 962-9800, Fax (410) 962-3299		CODE S2101A
7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP + 4 Code) Trusted Information Systems, NAI Labs, Network Associates, Inc. 3060 Washington Rd, Suite 100 Glenwood, MD 21738 <div style="text-align: center; font-size: 2em; font-weight: bold; transform: rotate(-5deg); opacity: 0.5;">ORIGINAL</div>			8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		
			9. DISCOUNT FOR PROMPT PAYMENT N/A		
			10. SUBMIT INVOICES (4 Copies unless otherwise specified) TO THE ADDRESS SHOWN IN <input checked="" type="checkbox"/> ITEM See Section G of contract.		
CAGE CODE 9Y089		CEC CODE DUNS: 148211766			
11. SHIP TO / MARK FOR CODE RECEIVING OFFICER, CODE 2242 SPAWARSYSCEN SAN DIEGO 53560 HULL STREET, BLDG. A-33 SAN DIEGO, CA 92152-5410 M/P Mr. Steve Spendlove, Code 24121		CODE N66001	12. PAYMENT WILL BE MADE BY CODE DPAS-COLUMBUS CENTER DPAS-CO/SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS, OH 43218-2264 (800) 756-4571 FAX (614) 693-7872		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: U.S.C.		14. ACCOUNTING AND APPROPRIATION DATA: SEE SECTION G.6			
15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. UNIT PRICE AMOUNT
	SEE PAGE 2 FOR SCHEDULE.				
15G. TOTAL AMOUNT OF CONTRACT					\$ 1,208,499
18. TABLE OF CONTENTS					
SEC	DESCRIPTION	PAGES	SEC	DESCRIPTION	PAGES
A	SOLICITATION / CONTRACT FORM	1	I	CONTRACT CLAUSES	8
B	SUPPLIES OR SERVICES AND PRICES / COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS & OTHER ATTACHMENTS		
C	DESCRIPTION/SPECS/WORK STATEMENT	4	J	LIST OF ATTACHMENTS	12
D	PACKAGING AND MARKING	4	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
E	INSPECTION AND ACCEPTANCE	4	K	REPRESENTATIONS, CERTIFICATIONS & OTHER STATEMENTS OF OFFERORS	
F	DELIVERIES OR PERFORMANCE	5	L	INSTRS., CONDS. AND NOTICES TO OFFERORS	
G	CONTRACT ADMINISTRATION DATA	5	M	EVALUATION FACTORS FOR AWARD	
H	SPECIAL CONTRACT REQUIREMENTS	7			
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE					
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office). Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein).			18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document). Your offer on solicitation Number _____ including the additions or changes made by you which additions or changes set forth in full above, is hereby accepted as to items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.		
19A. NAME AND TITLE OF SIGNER (Type or print) <i>Matthew Dick Government Contracts</i>			20A. NAME OF CONTRACTING OFFICER <i>Charmaine Joworski</i>		
19B. NAME OF CONTRACTOR BY <i>Mark</i> (Signature of person authorized to sign)		19C. Date Signed <i>6/29/2001</i>	20B. UNITED STATES OF AMERICA BY <i>Charmaine Joworski</i> (Signature of Contracting Officer)		20C. Date Signed <i>6/29/01</i>

NSN 7540-01-152-8089

Previous editions unusable

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STANDARD FORM 26 (Rev 4-85)
Prescribed by GSA FAR (48 CFR) 53.214 (a)

Section B, Supplies or Services and Prices/Costs.

SCOPE

The contractor shall develop, demonstrate, and evaluate capabilities for **COMMUNITY-BASED OPEN SOURCE SECURITY** in support of the COMPOSABLE HIGH-ASSURANCE TRUSTED SYSTEMS (CHATS) program.

BASIC CONTRACT (TASKS 1, 2, 3 & 4)

Item			
<u>No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount</u>
0001	Engineering Services in accordance, with Attachment 1.	1 LOT	(b)4
0002	Data in accordance with the Contract Data Requirements List (CDRLs), DD Form 1423, Section J, Exhibit A.	1 LOT	NSP*

OPTION 1 (TASK 5)

0003	Engineering Services in accordance, with Attachment 1.	1 LOT	(b)4
0004	Data in accordance with the Contract Data Requirements List (CDRLs), DD Form 1423, Section J, Exhibit B.	1 LOT	NSP*

OPTION 2 (TASK 6)

0005	Engineering Services in accordance, with Attachment 1.	1 LOT	(b)4
0006	Data in accordance with the Contract Data Requirements List (CDRLs), DD Form 1423, Section J, Exhibit C.	1 LOT	NSP*

OPTION 3 (TASK 7)

0007	Engineering Services in accordance, with Attachment 1.	1 LOT	(b)4
0008	Data in accordance with the Contract Data Requirements List (CDRLs), DD Form 1423, Section J, Exhibit D.	1 LOT	NSP*

*NSP – Not Separately Priced

(B.1) Type of Contract (OCT 1998).

This is a Cost Plus Fixed Fee (CPFF), Completion type contract.

*(B.3) Cost Plus Fixed Fee (OCT 1998).

The total estimated cost for this contract is: (b)4

The total fixed fee for this contract is:

Total estimated cost plus fixed fee (CPFF):

*(B.6) Payment of Fixed Fee on Cost-Plus-Fixed-Fee (Completion) Contracts (OCT 1998).

FIXED FEE: \$69,293. The Government shall make payment to the Contractor when requested as work progresses, but no more frequently than biweekly, on account of the fixed fee, equal to 6.08257 percent of the amounts invoiced by the Contractor under the "Allowable Cost and Payment" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause. In the event of discontinuance of the work in accordance with the clause of this contract entitled "Limitation of funds," the fixed fee shall be redetermined by mutual agreement equitably to reflect the diminution of the work performed; the amount by which such fixed fee is less than, or exceeds payments previously made on account of fee, shall be paid, or repaid by, the Contractor, as the case may be.

*(B.8) Options (APR 2000). The Government may require performance of the work required by CLIN(s) 0003 and 0004, 0005 and 0006, 0007 and 0008. The Contracting Officer shall provide written notice of intent to exercise the option(s) to the Contractor on or before 30 days prior to the option exercise date. If the Government exercises the option(s) the Contractor shall perform at the estimated cost and fee, if applicable, set forth as follows:

Option 1

Estimated Cost
Fixed Fee
Total

(b)4

Option 2

Estimated Cost
Fixed Fee
Total

(b)4

Option 3

Estimated Cost
Fixed Fee
Total

(b)4

Section C, Description/Specifications/Statement of Work.

***(C.2) Unclassified Statement of Work (OCT 1998).**

The description/specifications/work statement is included as Attachment 1.

***(C.3) Contractor's Technical Proposal (May 1999)**

The contractor shall perform the effort as specified in the contractor's proposal entitled, "Community-Based Open Source Security", and copies are held by both parties.

Section D, Packaging and Marking.

(D.1) Commercial Packaging (OCT 1998).

Preservation, packaging, and packing shall provide adequate protection against physical damage during shipment for all deliverable items in accordance with standard commercial practices.

Section E, Inspection and Acceptance.

(E.1) Inspection and Acceptance (OCT 1998).

Inspection and acceptance of any and all deliverables under this contract will be accomplished by the Contracting Officer or a designated representative.

(1) Federal Acquisition Regulation clauses.

***(E.2) 52.246-8 Inspection of Research and Development - Cost-Reimbursement (APR 1984)**

(2) Defense Federal Acquisition Regulation Supplement clauses.

***(E.5) 252.246-7000 Material Inspection and Receiving Report (DEC 1991)**

Section F, Deliveries or Performance.

(F.1) Delivery of Reports (OCT 1998).

- (i) All data shall be delivered in accordance with the delivery schedule shown on the Contract Data Requirements List, attachments, or as incorporated by reference.
- (ii) All reports and correspondence submitted under this contract shall include the contract number and project number and be forwarded prepaid. A copy of the letters of transmittal shall be delivered to the Procuring Contracting Officer (PCO) and the Administrative Contracting Officer (ACO). The addresses are set forth on the contract award cover page. All other address(es) and code(s) for consignee(s) are as set forth in the contract or incorporated by reference.

***(F.2) Period of Performance (MAY 1999).**

The work under this contract shall commence on the effective date and be completed no later than eighteen (18) months thereafter (Base Period). Option periods of performance are twelve months for Option 1, and eighteen months each for Options 2 and 3 and shall start from the date options are exercised. The period of performance for the Base Period and all Options shall not exceed 5 years.

FAR 52.242-15 Stop Work Order (AUG 1989) - Alternate I (APR 1984)

FAR 52.247-55 F.O.B. Point for Delivery of Government-Furnished Property (APR 1984)

Section G, Contract Administration Data.

***(G.1) Contractor Payment Address (OCT 1998).**

Contractor Payment Address:

Trusted Information Systems, NAI Labs, Network Associates, Inc.
3060 Washington Road, RT 97
Glenwood, Maryland 21738

***(G.2) Incremental Funding (OCT 1998).**

This contract is incrementally funded pursuant to the "Limitation of Funds clause, FAR 52.232-

22. Funds are hereby obligated in the amount of \$300,000 and it is estimated that they are sufficient for contract performance through 15 November 2001.

***(G.4) Contracting Officer's Representative (OCT 1998).**

The Contracting Officer's Representative for this contract is:

Steve Spendlove, 24121
Phone:(619) 553-7264, Fax (619) 553-1690
SPAWAR Systems Center San Diego
53140 Systems Street, Room 331
San Diego, CA 92152-7560

***(G.5) Invoicing Instructions (OCT 1998).**

Submit invoices as follows, in accordance with NAPS 5252.232-9001, Submission of Invoices (Cost Reimbursement, Time-and-Materials, Labor-Hour, or Fixed-Price Incentive) (JUL 1992):

(a) "Invoice" as used in this clause includes Contractor requests for interim payments using public vouchers (SF 1034) but does not include Contractor requests for progress payments under fixed-price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and three (3) copies, to the contract auditor at the following address:

Defense Contract Audit Agency
One mall North Suite 200
10025 Governor Warfield Parkway
Columbia, MD 21044

In addition, information copies shall be submitted to the Technical Representative, Name: Steve Spendlove, Code 24121, at (619) 553-1690 and the Contract Specialist, Mark Hartsough, Code 2211 at (619) 553-4464. Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 60 (sixty) calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

(1) Contract line item number (CLIN)

- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report,"

(Check one)

☐ is required with each invoice submittal.

☒ is required only with final invoice.

☐ is not required.

(f) A Certificate of Performance

(Check one)

☐ shall be provided with each invoice submittal.

☒ is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINs/SLINs with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

***(G.6) Accounting and Appropriation Data (OCT 1998).**

JO# CB854R1D01, PR # N66001-1108-410X, REQ# N66001-1114-0076

AA 97X4930.NH3P 000 77777 0 066001 2F 000000 D11140076AAN \$300,000

Section H, Special Contract Requirements.

(H.1) Section K of the solicitation is hereby incorporated by reference (OCT 1998).

(H.2) Scientific/Technical Information (OCT 1998).

If not already registered, the Contractor is encouraged to register for Defense Technical Information Center (DTIC) service by contacting the following:

Defense Technical Information Center
Attn: Registration Section (DTIC-BCS)
8725 John J. Kingman Road, Suite 0944
Fort Belvoir, VA 22060-6218
(703) 767-8273 or 1-800-CAL-DTIC (225-3842), menu selection 2

To avoid duplication of effort and conserve scientific and technical resources, the Contractor is encouraged to search existing sources in DTIC to determine the current state of the art concepts, studies, etc.

Part II-Contract Clauses.

Section I, Contract Clauses.

52.202-1	Definitions (OCT 1995)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 1997)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (JUN1996)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
52.215-2	Audit and Records—Negotiation (JUN 1999)
52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data (OCT 1997)
52.215-12	Subcontractor Cost or Pricing Data (OCT 1997)
52.215-15	Pension Adjustments and Asset Reversions (DEC 1998)
52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other than Pensions (OCT 1997)
52.215-19	Notification of Ownership Changes (OCT 1997)
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (OCT 1997)
52.216-7	Allowable Cost and Payment (MAR 2000)
52.216-8	Fixed Fee (MAR 1997)
52.219-8	Utilization of Small Business Concerns (OCT 2000)
52.219-9	Small Business Subcontracting Plan (OCT 2000)
52.219-16	Liquidated Damages--Subcontracting Plan (JAN 1999)
52.222-2	Payment for Overtime Premiums (JUL 1990) (Insert in paragraph (a): 0)

52.222-3 Convict Labor (AUG 1996)
 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
 52.222-26 Equal Opportunity (FEB 1999)
 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998)
 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)
 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999)
 52.223-6 Drug-Free Workplace (JAN 1997)
 52.223-14 Toxic Chemical Release Reporting (OCT 2000)
 52.225-11 Restrictions on Certain Foreign Purchases (AUG 1998)
 52.227-1 Authorization and Consent (JUL 1995)
 52.227-1 Authorization and Consent - Alternate I (APR 1984)
 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
 52.227-12 Patent Rights-Retention by the Contractor (Long Form) (JUN 1997)
 52.228-7 Insurance—Liability to Third Persons (MAR 1996)
 52.230-2 Cost Accounting Standards (APR 1998)
 52.230-3 Disclosure and Consistency of Cost Accounting Practices (APR 1998)
 52.230-6 Administration of Cost Accounting Standards (NOV 1999)
 52.232-9 Limitation on Withholding of Payments (APR 1984)
 52.232-17 Interest (JUN 1996)
 52.232-22 Limitation of Funds (APR 1984)
 52.232-23 Assignment of Claims (JAN 1986)
 52.232-23 Assignment of Claims - ALTERNATE I (APR 1984)
 52.232-25 Prompt Payment (JUN 1997)
 52.232-33 Payment by Electronic Funds Transfer – Central Contractor Registration (MAY 1999)
 52.233-1 Disputes (DEC 1998) – Alternate I (DEC 1991)
 52.233-3 Protest After Award (AUG 1996) - Alternate I (JUN 1985)
 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
 52.242-1 Notice of Intent to Disallow Costs (APR 1984)
 52.242-3 Penalties for Unallowable Costs (OCT 1995)
 52.242-4 Certification of Final Indirect Costs (JAN 1997)
 52.242-13 Bankruptcy (JUL 1995)
 52.243-2 Changes - Cost-Reimbursement (AUG 1987)- Alternate V (APR 1984)
 52.243-6 Change Order Accounting (APR 1984)
 52.244-2 Subcontracts (AUG 1998)
 52.244-2 Subcontracts - ALTERNATE I (AUG 1998)
 52.244-5 Competition in Subcontracting (DEC 1996)
 52.244-6 Subcontracts for Commercial Items and Commercial Components (OCT 1998)
 52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (JAN 1986) (DEVIATION)

52.246-23	Limitation of Liability (FEB 1997)
52.246-25	Limitation of Liability - Services (FEB 1997)
52.247-1	Commercial Bill of Lading Notations (APR 1984)
52.247-67	Submission of Commercial Transportation Bills To The General Services Administration for Audit (JUN 1997)
52.249-6	Termination (Cost-Reimbursement) (SEP 1996)
52.249-14	Excusable Delays (APR 1984)
52.252-2	Clauses Incorporated by Reference (FEB 1998) (fill in: http://www.rdss.osd.mil)
52.252-6	Authorized Deviations in Clauses (APR 1984)
52.253-1	Computer Generated Forms (JAN 1991)
252.201-7000	Contracting Officer's Representative (DEC 1991)
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract Related Felonies (MAR 1999)
252.204-7000	Disclosure of Information (DEC 1991)
252.204-7003	Control of Government Personnel Work Product (APR 1992)
252.204-7004	Required Central Contractor Registration (MAR 2000)
252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC1991)
252.209-7000	Acquisition from Subcontractors Subject to On-Site Inspection under the Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995)
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country (MAR 1998)
252.215-7000	Pricing Adjustments (DEC 1991)
252.215-7002	Cost Estimating System Requirements)OCT 1998)
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996)
252.223-7004	Drug-Free Work Force (SEP 1988)
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993)
252.225-7012	Preference for Certain Domestic Commodities (AUG 2000)
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (DEC 2000)
252.225-7031	Secondary Arab Boycott of Israel (JUN 1992)
252.227-7013	Rights in Technical Data - Noncommercial Items (NOV 1995)
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (JUN 1995)
252.227-7015	Technical Data - Commercial Items (NOV 1995)
252.227-7016	Rights in Bid or Proposal Information (JUN 1995)
252.227-7019	Validation of Asserted Restrictions-Computer Software (JUN 1995)
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (JUN 1995)
252.227-7027	Deferred Ordering of Technical Data or Computer Software (APR 1988)
252.227-7030	Technical Data - Withholding of Payment (MAR 2000)
252.227-7036	Declaration of Technical Data Conformity (JAN 1997)
252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999)

252.231-7000	Supplemental Cost Principles (DEC 1991)
252.235-7010	Acknowledgement of Support and Disclaimer (MAY 1995)
252.235-7011	Final Scientific or Technical Report (SEP 1999)
252.242-7000	Postaward Conference (DEC 1991)
252.242-7004	Material Management and Accounting System (DEC 2000)
252.243-7002	Requests for Equitable Adjustment (MAR 1998)
252.245-7001	Reports of Government Property (MAY 1994)
252.247-7023	Transportation of Supplies by Sea (MAR 2000)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000)

Part III-List of Documents, Exhibits, and Other Attachments.

***(J.1) List of Attachments:**

Attachment 1 – Statement of Work, 4 pages

Attachment 2 – Proposed Schedule of Milestones, 2 pages

Attachment 3 – DFARS provision 252.227-7017 “Identification and assertion of use, release, or disclosure restrictions”, dated 06/01/2001, 3 pages, including the statement “NAI Labs will release the source code for all software developed by this research as Open Source.”

***(J.2) List of Exhibits:**

Exhibit A – Contract Data Requirement List, DD Form 1423, 3 pages, dated 06/27/2001

Exhibit B – Contract Data Requirement List, DD Form 1423, 2 pages, dated 06/27/2001

Exhibit C – Contract Data Requirement List, DD Form 1423, 2 pages, dated 06/27/2001

Exhibit D – Contract Data Requirement List, DD Form 1423, 2 pages, dated 06/27/2001